

CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. ASTERISKS DENOTE OMISSIONS

copy of the letter of intent or equivalent document executed by Novartis and the applicable third party setting forth a summary of the material terms of the Third Party Assignment Offer (the "Assignment

Letter of Intent") and, in the event the consideration to be paid

includes Non-Cash Consideration, information setting forth in reasonable detail Novartis' determination of the cash value of such Non-Cash Consideration and the calculations and assumptions underlying such determination of cash value. In the event Organogenesis disagrees with Novartis' determination of the cash value of the Non-Cash Consideration, the parties shall confer in good faith to mutually agree on such cash value, and in the event the parties are unable to agree on such cash value despite conferring in good faith, the cash value of the Non-Cash Consideration shall be determined in accordance with Article 18.4.3. In the event Organogenesis (a) declines the Organogenesis Offer or (b) otherwise fails to accept the Organogenesis Offer within sixty (60) days after Organogenesis' receipt thereof, or (c) if there is any disagreement between the parties as to the cash value of any Non-Cash Consideration, within thirty (30) days after the parties agree upon the cash value of the Non-Cash Consideration or such cash value is determined in accordance with Article 18.4.3, in the cases of each of (a), (b) or (c) (each such case, an "Assignment

Non-Acceptance"), the Organogenesis Offer shall terminate and Novartis

shall be permitted to assign all of its rights and obligations under this Agreement to the applicable non-Affiliate third party in accordance with the terms and conditions of the Third Party Assignment Offer ***. In the event of an Assignment Non-Acceptance, if the terms and conditions of the final agreement setting forth the assignment to the applicable non-Affiliate third party of Novartis' rights and obligations under this Agreement are amended or otherwise altered so that they differ materially from those set forth in the Assignment Letter of Intent, prior to executing and delivering such final agreement Novartis shall offer to Organogenesis in writing the right to acquire and assume such rights and obligations ***. In the event Organogenesis declines such offer or otherwise fails to accept such offer within ten (10) days after Organogenesis' receipt thereof, Novartis shall be permitted to execute and deliver such final agreement.

18.4.3 Appraisal of Non-Cash Consideration. In the event

the parties are unable to agree on the cash value of the Non-Cash Consideration despite conferring in good faith as set forth in Article 18.4.2, each of Novartis and Organogenesis shall designate a separate valuation firm (the "Novartis Appraiser" and the "Organogenesis

Appraiser", respectively) to determine the cash value of the Non-Cash

Consideration. On the thirtieth (30th) day

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after designation of the respective Appraisers, the Novartis Appraiser and the Organogenesis Appraiser shall each deliver to both parties hereto their respective appraisals of the Non-Cash Consideration. If the higher of the two appraisals is no more than one hundred ten percent (110%) of the lower of the two appraisals, the cash value of the Non-Cash Consideration shall be the average of the two appraisals; otherwise, the Novartis Appraiser and the Organogenesis Appraiser shall promptly select a third independent valuation firm (the "Third

Appraiser"). If the Third Appraiser is selected as provided in the

preceding sentence, then by no later than ten (10) days after the designation of the Third Appraiser, the Third Appraiser shall select either the Novartis Appraiser's appraisal or the Organogenesis Appraiser's appraisal and the amount of the appraisal so selected shall be deemed to be the cash value of the Non-Cash Consideration. Each party shall pay the fees and expenses of its own appraiser, and if a Third Appraiser is engaged, the fees and expenses of the Third Appraiser shall be shared equally by the parties.

16. Novartis shall have the right, at its expense, to have an employee or other representative thereof located on a full time basis at Organogenesis' U.S. manufacturing facility in Canton, Massachusetts to oversee the manufacturing process for Product, including Organogenesis' compliance with the Performance Measures, and to monitor the improvements to be made to such facility. Organogenesis will provide such employee or representative of Novartis with an office and related equipment and support services consistent with industry standards (such as a telephone and office furniture and access to photocopiers and fax machines and the like) and reasonable access during normal business hours to the manufacturing facility in order to perform such oversight and monitoring duties.
17. Novartis agrees that it shall perform its obligations under Section *** of that certain Stock Purchase Agreement, dated as of even date herewith, between Novartis and Organogenesis, subject to the terms and conditions set forth therein.
18. Novartis shall have no obligation to make any payments to Organogenesis with respect to Product, Vitrix or Vercutis Matrix other than as expressly provided in the Amended LSA and in any license agreement that may be executed and delivered by the parties with respect to Vitrix or Vercutis Matrix.
19. Each party warrants and represents that it possesses all right, title, interest and authority necessary to enter into this Amendment, perform its obligations hereunder and to grant the rights embodied herein. Each party further warrants and represents that there are no outstanding agreements, contracts, or government restrictions by which the rights or interests granted hereunder would be invalid, compromised or rendered unlawful.
20. Except as modified hereby, all terms and conditions of the Amended LSA shall remain in full force and effect.

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21. The parties acknowledge that Novartis' participation in the JDC shall not, in and of itself, be construed as granting Novartis the right to exercise control over Organogenesis.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as on the date first above written.

NOVARTIS PHARMA, AG

ORGANOGENESIS INC.

/s/ W. Drummond Paris

/s/ Philip M. Laughlin

W. Drummond Paris
Head, Transplant, Tissue Engineering
and Immunology Business Unit

Philip M. Laughlin
President and Chief Executive
Officer

/s/ Kimberly Urdahl

Kimberly Urdahl
Senior Legal Counsel, Transplant,
Tissue Engineering and Immunology
Business Unit